

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

SHELLY ISAAC, ALEXANDER
ZAMUDIO and STEVE OBERLY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BLENDTEC, INC.,

Defendant.

Case No. 1:22-cv-11254

**DEFENDANT BLENDTEC, INC.’S
ANSWER TO CLASS ACTION
COMPLAINT**

DEFENDANT BLENDTEC, INC.’S ANSWER TO CLASS ACTION COMPLAINT

Defendant Blendtec, Inc. (“Defendant” or “Blendtec”) responds and affirmatively answers the Class Action Complaint (the “Complaint”) filed by Plaintiffs Shelly Issac, Alexander Zamudio and Steve Oberly (collectively, “Plaintiffs”) as follows:

NATURE OF THE ACTION¹

1. Defendant admits the allegations contained in this paragraph.
2. Defendant admits the allegations contained in this paragraph.
3. Defendant admits the allegations contained in this paragraph.
4. Defendant admits the allegations contained in this paragraph.
5. Defendant admits that some aspects of the jars’ design and manufacture are similar, but that others are different. Defendant otherwise lacks knowledge or information

¹ For the sake of convenience and clarity, Defendant adopts the headings used in Plaintiffs’ Complaint. Defendant otherwise does not admit or attest to their accuracy.

sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

6. Defendant denies the allegations contained in this paragraph.

7. Defendant denies the allegations contained in this paragraph.

8. Defendant denies the allegations contained in this paragraph.

9. Defendant denies the allegations contained in this paragraph.

10. Defendant denies the allegations contained in this paragraph.

11. Defendant admits that its blenders are more expensive than lower quality competing residential blenders. Defendant lacks knowledge about Plaintiffs' expectations and therefore denies the same.

12. Defendant denies the allegations contained in this paragraph.

13. Defendant denies the allegations contained in this paragraph.

14. Defendant denies the allegations contained in this paragraph.

15. Defendant denies the allegations contained in this paragraph.

16. Defendant denies the allegations contained in this paragraph.

17. Defendant admits that this paragraph contains partial quotes from Defendant's website but denies the remainder of the paragraph.

18. Defendant denies the allegations contained in this paragraph.

19. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

PARTIES

20. Defendant lacks knowledge about Plaintiffs' allegations in this paragraph and therefore denies the same.

21. Defendant lacks knowledge about Plaintiffs' allegations in this paragraph and therefore denies the same.

22. Defendant lacks knowledge about Plaintiffs' allegations in this paragraph and therefore denies the same.

23. Defendant admits the allegations contained in this paragraph.

JURISDICTION AND VENUE

24. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

25. Defendant denies the allegations contained in this paragraph.

26. Defendant denies the allegations contained in this paragraph.

STATEMENT OF FACTS

27. Defendant admits the allegations contained in this paragraph.

28. Defendant admits the allegations contained in this paragraph.

29. Defendant admits the allegations contained in this paragraph to the extent it alleges that Defendant's marketing represented that Blendtec blenders are strong, high-quality appliances with high efficiency motors and blades that are superior to other blenders on the market. Defendant

lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

30. Defendant admits the allegations contained in this paragraph.

31. Defendant admits the allegations contained in this paragraph.

32. Defendant admits the allegations contained in the first sentence of this paragraph.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

33. Defendant admits the allegations contained in this paragraph.

34. Defendant admits the allegations contained in this paragraph.

35. Defendant admits the allegations contained in this paragraph.

36. Defendant admits the allegations contained in this paragraph.

37. Defendant admits that this paragraph contains quotations from its website.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

38. Defendant admits that this paragraph contains quotations from its website.

39. Defendant admits that this paragraph contains quotations from its website. This paragraph also sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

40. Defendant denies the allegations contained in this paragraph.

41. Defendant admits the allegations contained in this paragraph.

42. Defendant admits the allegations contained in this paragraph.

43. Defendant admits the allegations contained in this paragraph.

44. Defendant admits the allegations contained in this paragraph.

45. Defendant admits the allegations contained in this paragraph.

46. Defendant admits the allegations contained in this paragraph.

47. Defendant admits the allegations contained in this paragraph.

48. Defendant admits the allegations contained in this paragraph and affirmatively alleges that ball bearings can also fail from other causes, including improper maintenance and cleaning of the jar.

49. Defendant admits the allegations contained in this paragraph.

50. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

51. Defendant denies the allegations contained in this paragraph.

52. Defendant denies the allegations contained in this paragraph.

53. Defendant denies the allegations contained in this paragraph.

54. Defendant admits that, if the seal fails, it is possible for liquid to leak into the ball bearing, causing damage to the bearing. Defendant denies the remaining allegations contained in this paragraph.

55. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

56. Defendant denies the allegations contained in this paragraph.

57. Defendant admits the allegations contained in this paragraph.

58. Defendant denies the allegations contained in this paragraph.

59. Defendant denies the allegations contained in this paragraph.

60. Defendant admits that this paragraph and each sub-paragraph (a) – (s) contain partial quotations from its website. This paragraph also sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

61. Defendant admits that its marketing accurately represents the high-quality nature of its products. Defendant otherwise denies Plaintiffs' characterizations contained in this paragraph.

62. Defendant denies the allegations contained in this paragraph.

63. Defendant denies the allegations contained in this paragraph.

64. Defendant denies the allegations contained in this paragraph.

65. Defendant admits it warrants its products and that the terms of those warranties speak for themselves. This paragraph also sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

66. Defendant admits that it provides warranties on its products and states that the terms of those warranties speak for themselves.

67. Defendant admits that the terms of its warranties have changed over time and that those warranties speak for themselves. Defendant otherwise denies Plaintiffs' characterizations contained in this paragraph.

68. Defendant admits that it provides warranties on its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' characterizations contained in this paragraph.

69. Defendant admits that it provides warranties on its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' characterizations contained in this paragraph.

70. Defendant admits that it provides warranties on its products and states that the terms of those warranties speak for themselves. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions about the intent of its warranties, Defendant denies the allegations.

71. Defendant admits that it provides warranties on its products and states that the terms of those warranties speak for themselves. This paragraph sets forth legal conclusions to which no response is required. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

72. Defendant denies the allegations contained in this paragraph.

73. Defendant denies the allegations contained in this paragraph.

74. Defendant denies the allegations contained in this paragraph.

75. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

PLAINTIFFS' FACTS

76. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

77. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

78. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

79. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

80. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

81. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them. Defendant affirmatively alleges that Shelly Isaac contacted Defendant in April 2020 about a “loose blade” and in September 2020 about “bad sound” and “black shavings.” Defendant provided Ms. Isaac replacement jars on both occasions.

82. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

83. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

84. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

85. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

86. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

87. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

88. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

89. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

90. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

91. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

92. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

93. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

94. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

95. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

96. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

97. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

98. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

99. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

100. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

101. Defendant affirmatively alleges that Steve Oberly contacted Defendant in 2015 about a “decoupled blade.” Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

102. Defendant admits the allegations contained in this paragraph.

103. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

104. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

105. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

106. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

107. Defendant admits that this lawsuit was filed and states that the Complaint speaks for itself. This paragraph sets forth legal conclusions to which no response is required. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

108. Defendant denies the allegations contained in this paragraph.

BLENDTEC'S ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE DEFECT

109. Defendant denies the allegations contained in this paragraph.

110. This paragraph sets forth legal conclusions to which no response is required. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

111. Defendant denies the allegations contained in this paragraph.

112. Defendant admits that it has received complaints from customers related to the seals in its jars at various times, including 2013.

113. Defendant admits that this paragraph quotes from its press release in March 2014. Defendant denies the remainder of the allegations in this paragraph.

114. Defendant admits that it began using a double row bearing in and around 2015.

115. Defendant admits that it was aware that it had received some customer complaints about leakage with the single-row bearing design in 2015.

116. Defendant denies the allegations contained in this paragraph.

117. Defendant denies the allegations contained in this paragraph.

118. Defendant admits that this paragraph contains selective quotes from customers from Defendant's website.

119. Defendant admits that it occasionally receives customer complaints regarding its jars and that it addresses those claims promptly with its customers.

120. Defendant admits that this paragraph contains selective quotes from customers from Defendant's website.

121. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions about the intent of its warranties, Defendant denies the allegations.

122. Defendant denies the allegations contained in this paragraph.

123. Defendant denies the allegations contained in this paragraph.

124. Defendant denies the allegations contained in this paragraph.

125. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and on that basis denies them.

**UNCONSCIONABILITY AND FAILURE OF ESSENTIAL PURPOSE OF THE
EXPRESS AND IMPLIED WARRANTIES**

126. This paragraph and each sub-paragraph (a) – (n) set forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

127. Defendant denies the allegations contained in this paragraph.

128. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

FED. R. CIV. P. 9(b) ALLEGATIONS

129. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

130. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

131. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

132. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

133. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

134. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

135. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

136. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

CLASS ACTION ALLEGATIONS

137. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

138. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

139. Defendant denies that any Class can be maintained or that Plaintiffs have any right to amend this Complaint.

140. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

141. This paragraph, including sub-paragraphs (a) – (j), sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

142. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

143. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

144. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

145. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

FIRST CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY

146. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

147. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

148. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

149. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

150. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

151. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

152. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

153. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

154. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

155. Defendant denies the allegations contained in this paragraph.

156. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

157. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

158. Defendant denies the allegations contained in this paragraph.

159. Defendant denies the allegations contained in this paragraph.

160. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

161. Defendant admits it is aware that Plaintiffs filed this lawsuit (but not “on October 26, 2022” as alleged). This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

162. Defendant denies the allegations contained in this paragraph.

163. Defendant denies the allegations contained in this paragraph.

164. Defendant denies the allegations contained in this paragraph.

165. Defendant denies the allegations contained in this paragraph.

166. Defendant denies the allegations contained in this paragraph.

167. Defendant denies the allegations contained in this paragraph.

168. Defendant denies the allegations contained in this paragraph.

169. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

170. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

171. Defendant denies the allegations contained in this paragraph.

172. Defendant denies the allegations contained in this paragraph.

SECOND CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY

173. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

174. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

175. Defendant admits that it has entered into agreements with retailers and suppliers to sell its Blenders. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

176. Defendant admits it warrants its products and that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

177. Defendant denies the allegations contained in this paragraph.

178. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

179. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

180. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

181. Defendant admits it warrants its products and that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

182. Defendant denies the allegations contained in this paragraph.

183. Defendant denies the allegations contained in this paragraph.

184. Defendant denies the allegations contained in this paragraph.

185. Defendant denies the allegations contained in this paragraph.

186. Defendant denies the allegations contained in this paragraph.

187. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

188. Defendant denies the allegations contained in this paragraph.

THIRD CLAIM FOR RELIEF
(IN THE ALTERNATIVE)

189. Defendant adopts and incorporates by reference all its foregoing allegations and denials as though fully set forth herein.

190. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

191. Defendant admits that it provides warranties with its products and states that the terms of those warranties speak for themselves. Defendant otherwise denies Plaintiffs' allegations, characterizations, and conclusions of law contained in this paragraph.

192. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

193. Defendant denies the allegations contained in this paragraph.

194. Defendant denies the allegations contained in this paragraph.

195. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

196. Defendant denies the allegations contained in this paragraph.

FOURTH CLAIM FOR RELIEF
(IN THE ALTERNATIVE)

197. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

198. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

199. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

200. Defendant denies the allegations contained in this paragraph.

201. Defendant denies the allegations contained in this paragraph.

202. Defendant denies the allegations contained in this paragraph.

FIFTH CLAIM FOR RELEIF
NEGLIGENCE

203. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

204. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

205. Defendant denies the allegations contained in this paragraph.

206. Defendant denies the allegations contained in this paragraph.

207. This paragraph, including sub-paragraphs (a) – (g), sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

208. This paragraph, including sub-paragraphs (a) – (f), sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations. Defendant denies the factual allegations contained in this paragraph.

209. Defendant denies the allegations contained in this paragraph.

210. Defendant denies the allegations contained in this paragraph.

211. Defendant denies the allegations contained in this paragraph.

212. Defendant denies the allegations contained in this paragraph.

213. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

214. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

215. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

SEVENTH CLAIM FOR RELIEF
Violation of Massachusetts Consumer Protection Law
Mass. Gen. Laws c. 106, § 2-314

216. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

217. Defendant denies the allegations contained in this paragraph.

218. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

219. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

220. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

221. Defendant denies the allegations contained in this paragraph.

222. Defendant denies the allegations contained in this paragraph.

223. Defendant denies the allegations contained in this paragraph.

224. Defendant denies the allegations contained in this paragraph.

225. Defendant denies the allegations contained in this paragraph.

226. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

SEVENTH (SIC) CLAIM FOR RELIEF
Violation of Massachusetts Consumer Protection Law
Mass. Gen. Laws c. 93A, §§ 2 et seq.

227. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

228. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

229. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

230. Defendant denies the allegations contained in this paragraph.

231. Defendant denies the allegations contained in this paragraph.

232. Defendant denies the allegations contained in this paragraph.

233. Defendant denies the allegations contained in this paragraph.

234. Defendant denies the allegations contained in this paragraph.

235. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

236. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

237. Defendant denies the allegations contained in this paragraph.

EIGHTH CAUSE OF ACTION
California's Consumer Legal Remedies Act ("CLRA")
Cal. Civ. Code § 1750, et seq.

238. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

239. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

240. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

241. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

242. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

243. Defendant denies the allegations contained in this paragraph, including parts (a) and (b).

244. Defendant denies the allegations contained in this paragraph.

245. Defendant denies the allegations contained in this paragraph, including parts (a) – (s).

246. Defendant denies the allegations contained in this paragraph.

247. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

248. Defendant denies the allegations contained in this paragraph.

249. Defendant denies the allegations contained in this paragraph.

250. Defendant denies the allegations contained in this paragraph.

NINTH CAUSE OF ACTION
California's Unfair Competition Law ("UCL")
Violations of Cal. Bus. & Prof. Code § 17200, et seq.

251. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

252. Defendant denies the allegations contained in this paragraph.

253. Defendant denies the allegations contained in this paragraph.

254. Defendant denies the allegations contained in this paragraph.

255. Defendant denies the allegations contained in this paragraph.

256. Defendant denies the allegations contained in this paragraph.

257. Defendant denies the allegations contained in this paragraph.

258. Defendant denies the allegations contained in this paragraph.

259. Defendant denies the allegations contained in this paragraph.

260. Defendant denies the allegations contained in this paragraph.

TENTH CAUSE OF ACTION
Washington Consumer Protection Act
Wash. Rev. Code Ann. §§ 19.86.020, et seq.

261. Defendant adopts and incorporates by reference all its forgoing allegations and denials as though fully set forth herein.

262. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

263. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

264. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required for the legal conclusions, Defendant denies the allegations.

265. Defendant denies the allegations contained in this paragraph.

266. Defendant denies the allegations contained in this paragraph.

267. Defendant denies the allegations contained in this paragraph.

268. Defendant denies the allegations contained in this paragraph.

269. Defendant denies the allegations contained in this paragraph.

270. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and on that basis denies them.

271. Defendant denies the allegations contained in this paragraph.

272. Defendant denies the allegations contained in this paragraph.

273. Defendant denies the allegations contained in this paragraph.

274. Defendant denies the allegations contained in this paragraph.

275. Defendant denies the allegations contained in this paragraph.

276. Defendant denies the allegations contained in this paragraph.

277. Defendant denies the allegations contained in this paragraph.

278. Defendant denies the allegations contained in this paragraph.

279. Defendant denies the allegations contained in this paragraph.

280. Defendant denies the allegations contained in this paragraph.

281. Defendant denies the allegations contained in this paragraph.

PRAYER FOR RELIEF

Defendant denies that Plaintiffs are entitled to any of the relief set forth in the Prayer for Relief on Pages 56-57 of the Complaint.

ADDITIONAL DEFENSES

Defendant sets forth below its additional defenses. By setting forth these additional defenses, Defendant does not assume the burden of proving any fact, issue or element of a cause of action that otherwise belongs to Plaintiffs. Each additional defense is asserted as to all claims alleged against Defendant in the Complaint. As separate and distinct additional defenses, Defendant alleges as follows:

FIRST ADDITIONAL DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

SECOND ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or part, because Plaintiffs and/or the putative class lack standing to assert the claims alleged, including those under Washington, Massachusetts and California state law.

THIRD ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or part, because of the applicable statutes of limitation.

FOURTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs and the putative class have not suffered any compensable injury, loss or damage proximately caused by Defendant any of the asserted causes of action, or other relevant laws, were designed to prevent.

FIFTH ADDITIONAL DEFENSE

Plaintiffs have not suffered any actual injury, loss or damage as a result of any conduct by Blendtec, Inc.

SIXTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or part, because Plaintiffs' damages, if any, are too uncertain and speculative.

SEVENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of estoppel, unclean hands, and waiver.

EIGHTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

NINTH ADDITIONAL DEFENSE

Plaintiffs have failed to plead fraudulent concealment with requisite particularity.

TENTH ADDITIONAL DEFENSE

Plaintiffs cannot maintain this action as a class action under Fed. R. Civ. P. 23 because their individualized claims cannot meet the Rule's requirements for class certification.

ELEVENTH ADDITIONAL DEFENSE

Defendant reserves the right to add, delete or amend its additional defenses as discovery in this matter proceeds.

DATED: October 17, 2022

Respectfully submitted,

/s/ John A. Shope

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CERTIFICATE OF SERVICE

I hereby certify that this document was filed through the ECF system and will therefore be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those participants indicated as non-registered participants.

/s/ John A. Shope

John A. Shope (BBO # 562056)

Dated: October 17, 2022